

## INTERLOCAL CONTRACT

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Pursuant to the authority granted and in compliance with the provisions of the "Interlocal Cooperation Act", Chapter 791, Texas Government Code, this contract and agreement is made by and between the **TEXAS PARKS & WILDLIFE DEPARTMENT ("TPWD")** whose address for notice is 4200 Smith School Road, Austin, Texas 78744-3291 and **THE CITY OF COLLEGE STATION, TEXAS ("CITY")**, whose address for notice is P.O. Box 9960, 1101 Texas Avenue, College Station, Texas 77842. Attention: Judith A. Downs.

### 1. RECITALS:

Whereas the United States Department of the Interior through the United States Fish and Wildlife Service ("FWS") awarded Section 6 Recovery Land Acquisition funding for conservation of the Navasota ladies'-tresses and other rare species within the **CITY** in the amount of \$200,000 as specified in the FWS letter in Exhibit "A" and incorporated herein: and

WHEREAS, **TPWD** administers the disbursement of these grant funds consistent with the objective and procedures set forth in the "Project statement" submitted with **TPWD'S** application and grant agreement for Federal assistance in Exhibit "B", and regulates the terms of their use under Federal laws, executive orders, regulations and polices governing this program in Exhibit C; and

WHEREAS, **TPWD** and **CITY** wish to set forth their agreement as to the payment of the grant funds to the **CITY** and their use by the **CITY**; and

NOW, THEREFORE, in consideration of the recitals set forth above, the terms and conditions set forth below, and \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **TPWD** and **CITY** agree as follows:

**2. STATEMENT OF SERVICES TO BE PERFORMED:** **CITY** as a good faith effort to acquired a 98-acre site in Brazos County, Texas, containing the federally-listed endangered Navasota ladies'-tresses *Spiranthes parksii* and other rare species, will be responsible for the protection and management of the preserve lands purchased. **CITY** will acquire the tract in fee simple for management in perpetuity. **FWS** correspondence provides additional information regarding program requirements to Grant E-39-RL and is incorporated in this contract/agreement (Exhibit "D").

**CITY** will negotiate with the landowner as designated in its Recovery Land Acquisition application for fiscal year 2002 to purchase land using federal grant funds not to exceed \$200,000. The land to be acquired with these funds must be approved by **FWS** before the **CITY** enters into contracts for sale. **CITY** will pay a minimum match of 62.9 % of the grant costs. The match may include associated costs of purchasing the property such as appraisals, title policy, and salaries as well as in-kind contributions specifically associated with the land acquisition. Purchased property is a Federal Aid asset, but title and management will vest with **CITY**.

**3. BASIS FOR CALCULATING REIMBURSABLE COST:** In the event **CITY** fails to fully comply with the terms and conditions for long-term conservation set forth in its FY 2002 Recovery Land Acquisition grant after having been given written notice of such alleged failure and a reasonable opportunity to cure the same, the property acquired with an Endangered Species Act's Section 6 grant from the **FWS**, and the dollars used as a match for the grant shall be subject to transfer, replacement, or repayment proportionally to the United States in accordance with A, B, and C below, as per instructions from **FWS**, the awarding agency.

- A. Transfer to the United States an undivided pro-rata share of the affected real property. Subsequent disposition of the affected real property will be subject to negotiations between the parties to this contract. The intent of the negotiations shall be to ensure that FWS receives a share of the real property that is proportionate, as nearly feasible, to its share of the funds used to purchase such real property; or
- B. Provide the FWS with real property that is of equal value agreed upon by the parties to this contract and will serve the purpose for the long-term conservation and management of the affected ecosystem and the endangered wildlife dependent thereon; or acquire title to and manage real property that is of equal value agreed upon by the parties to this Agreement and will serve the same purpose for the long-term conservation and management of the affected ecosystem and the endangered wildlife dependent thereon; or
- C. Repay to the FWS, on terms and conditions satisfactory to the FWS, in cash, the proportionate share of the funds of the original purchase price, or if greater, of a newly determined value based on the current fair market value of the land, or some other method of valuation mutually agreed upon by the parties to this contract.

**4. PAYMENT OF THE GRANT FUNDS FOR SERVICE PERFORMED:** This contract is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature, or otherwise made available, to the TPWD. TPWD shall make payments for the purpose of services received based on availability of reimbursement funds from the FWS. In the event funds are not provided by the FWS, this agreement is terminated without penalty to either party. Payment for services performed shall be billed in full, up to a maximum of \$200,000, payable within 30 days after receipt by TPWD of CITY invoice.

**5. PURPOSE OF AGREEMENT:** The purpose of this contract/agreement is to provide for the adequate financing of the Parties' mutual efforts to acquire preserve lands for conservation of Navasota ladies'-tresses and other rare species from the Brazos County site.

**THE UNDERSIGNED CONTRACTING PARTIES** do here by certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected parties, (2) the proposed arrangements serve the interest of efficient and economical administration of the parties, (3) the individuals whose approval signatures are affixed to this contract are duly authorized by the governing body of each party to enter into and execute this contract.

The undersigned is subject to Title VI of the Civil Rights Act of 1964, Section 504 or Rehabilitation Act of 1973, Title II of the Americans with disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity of participate in programs or activities regardless of race, color, national origin, age, sex or disability. Further, it is agreed that no individual will be turned away or otherwise denied access to or benefit from any program or activity that is directly associated with a program on the basis of race, color national origin, age, and sex (in educational activities) or disability. This clause is to be included in all subcontracts.

**Any provision in this contract to the contrary notwithstanding, it is understood and agreed that CITY obligations under this contract are subject to the approval of this contract and the acceptance of the grant funds by the governing body of CITY within a reasonable period of time.**

RECEIVING PARTY  
Texas Parks and Wildlife Department

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PERFORMING PARTY  
The City of College Station, Texas

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Mayor Ron Silvia

ATTEST:

\_\_\_\_\_  
Connie Hooks, City Secretary

APPROVED:

\_\_\_\_\_  
Thomas E. Brymer, City Manager

\_\_\_\_\_  
Charles Cryan, Dir./Fiscal Serv.

  
\_\_\_\_\_  
City Attorney